branch

Branch Advocacy Program Terms and Conditions

1. **Introduction**. These Terms & Conditions ("Terms") constitute a legal agreement between Branch Metrics, Inc., a Delaware corporation doing business as Branch Metrics ("Branch," "we," or "us") and the entity or individual participating in the Branch Advocacy Program ("Advocate," "you," or "your"). These Terms govern your participation in the Advocacy Program, which is designed to foster collaboration between Branch and its customers and provide opportunities for Advocates to share their experiences.

2. **Definitions**. "Advocates" are defined as current customers of Branch who engage in at least one Advocacy Activity per year. "Advocacy Activities" may include testimonials, case studies, referrals, participation in beta testing, or speaking engagements at events.

3. **ROI Workshops**. Advocates who engage in three or more distinct Advocacy Activities are eligible for an in-depth hour and a half ROI workshop conducted by Branch's in-house mobile growth experts. Each activity must be unique and different to qualify (e.g. a testimonial and a case study, not two testimonials).

4. **Technical Advisory Hours**. The first four Advocates to collaborate with Branch on four or more unique activities will receive 20 hours of complimentary Branch Professional Service advisory hours. Only available to North America based accounts at this time. These hours may be used at the Advocate's discretion and are subject to the applicable Terms and Conditions at: https://legal.branch.io/saas/branch-saas-main-services-agreement/.

5. **Eligibility**. The Branch Advocacy Program is open to all active customers of Branch. Self-serve customers are excluded.

6. **Rewards and Incentives**. Advocates may receive rewards, incentives, or recognition for their Advocacy Activities. The nature and value of these rewards are determined by Branch and may vary based on the type and extent of advocacy.

7. **Compliance**. To be eligible for the Advocacy Program, participants must adhere to all applicable laws, regulations, and contractual obligations to Branch, and Branch's policies and guidelines.

8. **Non-Exclusivity**. Advocates may participate in similar activities with other organizations, provided they are not direct competitors of Branch.

9. **Rights to Content**. By participating in advocacy activities, Advocates grant Branch a non-exclusive license to use Advocate's content (e.g., testimonials, case studies), which may include Advocate's company name and logo for promotional purposes while Advocates remain customers of Branch, and for up to two (2) years after Branch terminates the Advocate's products and services.

10. **Term and Termination**. Branch reserves the right to modify, suspend, or terminate the Advocacy Program at any time without prior notice.

11. **Discretion**. Branch has the final authority on decisions regarding eligibility, rewards, incentives, and all other aspects of the Advocacy Program.

12. **Communication**. Participants may receive communications related to the Advocacy Program, including updates, announcements, and requests for participation.

13. **Disclaimer of Warranty**. Branch provides the Advocacy Program, including office hours, Professional Service advisory hours, "as is" and without any warranty of any kind, express or implied. Branch specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

14. **Limitation of Liability**. Branch shall not be liable for any indirect, consequential, exemplary, special, or punitive damages, including lost profits, arising out of or in connection with these

Terms or participation in the Advocacy Program. Notwithstanding any provision to the contrary, Branch's total liability to you for any claim arising out of or relating to these Terms or the Advocacy Program, whether in contract, tort, or otherwise, is limited to $6,000.00.

15. **Merger and Integration**. These Terms constitute the entire agreement between you and Branch regarding your participation in the Advocacy Program and supersede all prior or contemporaneous communications, proposals, and agreements, whether electronic, oral, or written, between you and Branch.

16. **Choice of Law and Jurisdiction**. These Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in the Northern District of California, and the parties hereby consent to the personal jurisdiction and venue therein.

By participating in the Advocacy Program, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.

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